



"THIS IS NOT AN ADVERTISEMENT"

**BID NO.: [RQDE0500012](#)**

**OPENING: 2:00 P.M.  
WEDNESDAY  
, 2005**

**MIAMI-DADE COUNTY, FLORIDA**  
**I N V I T A T I O N**  
**T O B I D**

**TITLE:**

**CHEMICAL AND BIOLOGICAL TESTING AND SAMPLING SERVICES  
FOR A PERIOD OF ONE (1) YEAR WITH COUNTY OPTION TO RENEW FOR  
FOUR (4) ADDITIONAL ONE(1) YEAR PERIODS**

**THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:**

**INDEMNIFICATION/INSURANCE:** ..... See paragraph 2.11  
**CERTIFICATE OF COMPETENCY:** ..... See paragraph 2.14  
**MEASURES:** ..... See paragraph 2.2  
**USER ACCESS PROGRAM:** ..... See paragraph 2.21

**FOR INFORMATION CONTACT:**

**Carlos Scull at 305-375-1075, or at [scul@miamidade.gov](mailto:scul@miamidade.gov)**

**MIAMI-DADE COUNTY  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
BIDS AND CONTRACTS UNIT**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON  
PAGE 35 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE BIDDER  
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 35 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER THE  
BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: RQDE0500012**

**Title: CHEMICAL AND BIOLOGICAL TESTING AND SAMPLING SERVICES**

**Sr. Procurement Contracting Agent: Carlos Scull**

**Bids will be accepted until 2:00 p.m. on                      , 2005**

**Bids will be publicly opened.** The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in the Bid not being considered for award.

**All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.**

**NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID SUBMITTAL FORM  
WILL RENDER THE BID NON-RESPONSIVE.**

**THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT  
REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS  
SOLICITATION**

## SECTION 1

### GENERAL TERMS AND CONDITIONS

**1.1. DEFINITIONS**

**Bid** – shall refer to any offer(s) submitted in response to this solicitation.  
**Bidder** – shall refer to anyone submitting a Bid in response to this solicitation.

**Bid Solicitation** – shall mean this solicitation documentation, including any and all addenda.

**Bid Submittal Form** – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

**County** – shall refer to Miami-Dade County, Florida

**DPM** – shall refer to Miami-Dade County's Department of Procurement Management, Bids and Contracts Division.

**Enrolled Vendor** – EFFECTIVE JULY 8, 2002, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

**For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. EFFECTIVE JULY 1, 2002, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".**

**1.2. INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1<sup>st</sup> Street, 19<sup>th</sup> Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

**B. Vendor Registration**

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Bids and Contracts Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

**C. PUBLIC ENTITY CRIMES**

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**D. Request for Additional Information**

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions

## SECTION 1

### GENERAL TERMS AND CONDITIONS

- or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.
- E. Contents of Bid Solicitation and Bidders' Responsibilities**
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
  2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
  3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.
- F. Change or Withdrawal of Bids**
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
  2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- G. Conflicts Within The Bid Solicitation**
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- H. Prompt Payment Terms**
1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
  2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.
- 1.3. PREPARATION OF BIDS**
- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
  - B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
  - C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
  - D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
  - E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
  - F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- 1.4. CANCELLATION OF BID SOLICITATION**
- Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.
- 1.5. AWARD OF BID SOLICITATION**
- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
  - B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
  - C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
  - D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
  - E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.
  - F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
  - G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an

## SECTION 1

### GENERAL TERMS AND CONDITIONS

appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.

- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Bids and Contracts Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

#### 1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

#### 1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

#### 1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

#### 1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

#### 1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

- 1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
- 2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor

operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and

- 3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
  - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
  - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
  - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When the bid from a Miami-Dade local business is within 10% of the lowest price submitted by a non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2005. Therefore, a vendor which meets the requirements of (1) and (2) above for Broward County shall be considered a local business pursuant to this Section.

#### 1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

#### 1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

- C. For award recommendations greater than \$100,000 the following shall apply:  
When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

- D.** For award recommendations from \$25,000 to \$100,000 the following shall apply:  
Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

**1.13. RULES, REGULATIONS AND LICENSES**

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

**1.14. PACKAGING**

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

**1.15. SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

**1.16. ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

**1.17. DELIVERY**

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

**1.18. RESPONSIBILITY AS EMPLOYER**

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

**1.19. INDEMNIFICATION**

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in

connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**1.20. COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

**1.21. MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

**1.22. TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**1.23. TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

**1.24. FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**1.25. ACCESS TO RECORDS**

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours.

## SECTION 1

### GENERAL TERMS AND CONDITIONS

The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

#### 1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

#### 1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

#### 1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

#### 1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

#### 1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

#### 1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

#### 1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:**

The purpose of this solicitation is to establish a contract for the purchase of Chemical and Biological Testing and Sampling Services in conjunction with the County's needs on an as needed when needed basis.

**2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)**

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access [www.miamidade.gov/dbd](http://www.miamidade.gov/dbd).

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

**2.3 PRE-BID CONFERENCE:**

Intentionally Omitted

**2.4 TERM OF CONTRACT: TWELVE (12) MONTHS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the twelve month period.

**2.5 OPTION TO RENEW FOR FOUR (4) ADDITIONAL YEARS (With Price Adjustment:**

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional four (4) year period on a year-by-year basis. Prior to completion of each exercised contract



**SECTION 2**  
**SPECIAL CONDITIONS**

term, the County may consider an adjustment to price based on changes in the following pricing index: U.S. City Average for wage earners and clerical workers based on other goods and services.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor.

Should the vendor decline the County's right to exercise the option period, the County may consider the vendor in default which decision may effect that vendor's eligibility for future contracts.

**2.6     METHOD OF AWARD: TO THE TWO (2) LOWEST BIDDERS BY GROUP FOR PRE-SELECTED ITEMS**

Award of this contract will be made to the two (2) lowest priced, responsive, responsible vendors on a group-by-group basis. To be considered for award by group, the bidder shall offer prices for all items within a given group, note that Group 1 has 6 parts and the bidder must bid all 6 parts of group 1 to be responsive on Group 1. The County will then select the vendors for award for each group by totaling pre-selected items. The pre-selected items list will be filed with the Clerk of the Board and opened at the same time as the bid. The two lowest bidders will be determined by totaling the extended pre-selected items per Group. If a vendor fails to submit an offer for all items within the group, its offer for that specific group will be rejected. While the award will be made to multiple vendors by group to assure availability, the lowest priced vendor for each group will be given the first opportunity to perform under this contract.

**2.6.1   PRIMARY VENDOR DESIGNATION:**

While the method of award identified in Section 2.6 of the solicitation prescribes the method for determining the lowest responsive, responsible vendor, the County reserves the right to award this contract to the designated lowest vendor as the primary vendor and to award this contract to the designated second lowest vendor as the secondary vendor. If

**SECTION 2**  
**SPECIAL CONDITIONS**

the County exercises this right, the primary vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract. If the primary vendor declines this opportunity, the County shall seek the identified goods or services from the secondary vendor.

**2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the bidder is awarded a contract under this solicitation, the prices proposed by the bidder shall remain fixed and firm during the term of contract.

**2.8 EXAMINATION OF SITE :**

Intentionally Omitted

**2.9 EQUAL PRODUCT:**

Intentionally Omitted

**2.10 LIQUIDATED DAMAGES**

Intentionally Omitted

**2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Department of Procurement Management, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

**SECTION 2**  
**SPECIAL CONDITIONS**

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification, change or cancellation in insurance shall be made without **thirty (30) days** in advance notice to the certificate holder.

**NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.**

**CERTIFICATE HOLDER MUST READ:    MIAMI-DADE COUNTY  
   111 NW 1<sup>st</sup> STREET  
   SUITE 2340  
   MIAMI, FL 33128**

**Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.**

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20)

**SECTION 2**  
**SPECIAL CONDITIONS**

calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1.23 of the General Terms and Conditions.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.23 of this solicitation.

**Department of Procurement Management**  
**Bids and Contracts Unit**  
**111 NW 1st Street, Suite 1300**  
**Miami, Florida 33128-1989**

**2.12 OFFER GUARANTY/BID BOND:**

Intentionally Omitted

**2.13 PERFORMANCE BOND:**

Intentionally Omitted

**2.14 CERTIFICATE OF COMPETENCY**

**LABORATORY CERTIFICATION**

The vendor shall be a certified laboratory by the Florida Department of Health, National Environmental Laboratory Accreditation Program (NELAP), bidders should submit a copy of their certification with their bid. The County reserves the right to request a copy of the certification during the bid evaluation period. Certifications must be maintained during the contract term.

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.15 METHOD OF PAYMENT: INVOICE MATCHED TO WORK ORDER**

The vendor(s) shall submit an invoice which provides the basic information set forth below, and the corresponding Work Order number, to the County user department that issued a Work Order to the vendor(s). The date of the invoice shall not exceed thirty (30) calendar days from the completion and acceptance of the work requested through the Work Order. Under no circumstances shall the invoice be submitted to the County in advance of the completion and acceptance of the work.

All invoices shall contain the following basic information:

- I. Vendor Information:
  - The name of the business organization as specified on the contract between Miami-Dade County and vendor
  - Date of invoice
  - Invoice number
  - Vendor's Federal Identification Number on file with Miami-Dade County
- II. County Information:
  - Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
  - Unit price of the goods, services or property provided
  - Extended total price of the goods, services or property
  - Applicable discounts
- IV. Goods or Services Provided per Contract:
  - Description
  - Quantity
- V. Delivery Information:
  - Delivery terms set forth within the Miami-Dade County Release Purchase Order
  - Location and date of delivery of goods, services or property

**Failure to Comply:**

Failure to submit invoices in the prescribed manner will delay payment.

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.16 SHIPPING TERMS:**

Intentionally Omitted

**2.17 DELIVERY SHALL BE SIX (6) DAYS AFTER DATE OF ORDER**

The vendor shall make deliveries within six (6) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

**2.18 BACK ORDERS:**

Intentionally Omitted

**2.19 GUARANTEE & WARRANTY:**

Intentionally Omitted

**2.20 CONTACT PERSONS:**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Carlos Scull, at (305) 375-1075 email – [scul@miamidade.gov](mailto:scul@miamidade.gov).

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.21 COUNTY USER ACCESS PROGRAM (UAP)**

**User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

**Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

**Vendor Compliance**

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.22 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED**

As part of its Bid Proposal, the Bidder is required to identify any and all Subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the Subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County. If the bidder fails to identify any and all sub-contractors in the Bid Proposal, the bidder may be allowed to submit this documentation to the County during the bid evaluation period if such action is in the best interest of the County. All subcontractors must be certified as listed in paragraph 2.14 and proof of such certification should be provided by the bidder if using a subcontractor.

**2.23 DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**2.24 WORK ORDERS SHALL BE GENERATED FOR EACH PROJECT**

The County's authorized representative shall generate and issue a Work Order for each project to be performed under this Solicitation and subsequent Contract. The Work Order shall include the location, description and plans, if necessary, covering the scope of work to be completed. The Work Order shall also include a cost calculated by the County for the work listed on the Work Order. This cost shall be based on the prices total on the Bidder's Proposal. For purposes of identification and payment, the Work Order shall be numbered and dated. The Work Order shall also direct the Bidder to commence work on a certain day and it shall specify the amount of time allotted for completion of work covered by the Work Order. All work covered by a Work Order shall constitute a



**SECTION 2**  
**SPECIAL CONDITIONS**

Contract Schedule. The County reserves the right to issue oral authorization to the vendor to provide services with the understanding that written authorization will follow oral authorization.

**2.25 WORK ASSIGNMENTS IDENTIFIED BY THE COUNTY**

All work assignments during the contract period will be on an "as needed" basis, complying with notification requirements. Bidder shall assume no guarantees as to the number or frequency of work assignments or the amount of payments under the terms of this contract.

The County department will notify the Bidder of each work assignment; at which time the Bidder and the County Department will mutually agree, in writing, of the beginning and ending dates of the work assignment. For each assignment, the Bidder shall be responsible for the proper and necessary use of the materials in performance of the work.

**2.26 EMERGENCY SERVICE:**

If requested and for additional fees emergency turn-a-round time may be requested by the Miami-Dade County user department and the required delivery of test results will be forty-eight (48) hours. Fees for emergency services are to be bid in section 4.0 of this solicitation.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.1 SCOPE**

The bidder shall provide specified chemical and biological testing, and sampling services meeting and maintaining compliance with federal, state & local environmental regulations as required and in conducting scientific investigations.

Miami-Dade County is actively engaged in environmental sampling and testing for biological and chemical constituents at County airports, landfills, waterways, and various other locations countywide. Samples to be tested include, but are not limited to drinking water, groundwater, surface water, saline water, soils, sediments, effluents, hazardous and solid wastes, and tissue.

The bidder will provide the following services:

- A. Analyze samples for parameters specified in Work Orders submitted by the County.
- B. Analyses shall be preformed using the methods listed in the tables to meet the contract required detection level (CRDL).
- C. Maintain certification by the National Environmental Laboratory Accreditation Program (NELAP) for all analytes and matrixes reported.
- D. Provide sampling services Monday through Saturday from 7:00 AM to 6:00 PM or as otherwise specified in a Work Order.
- E. Provide rush turnaround time (48 hrs. or less) for emergency samples.
- F. Allow inspection at anytime of the bidders facilities by a County representative or designee.
- G. Maintain compliance with the provisions in the bidders comprehensive quality assurance plan (CompQAP) and maintain accreditation with all of the quality control provisions in the NELAP.
- H. Complete analytical work within a standard turnaround time of 6 days upon receipt of samples (as recorded on the chain of custody form) including the written analytical report. All analyses shall be performed within the holding times established in the Code of Federal Regulations, Title 40, Part 136, Table II and the Florida Department of Environmental Protection (FDEP).
- I. Submit monthly reports to County designated representatives listing the following information: type of test preformed, number of tests performed, cost of tests, sampling costs, and total monthly expenditures.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.2 LABORATORY MANAGER**

The bidder shall provide during the term of any awarded contract, as a result of this solicitation, a designate Laboratory Manager and shall notify the County in writing of any changes. The Laboratory shall maintain a toll free or local telephone number.

**3.3 SAMPLE CONTAINERS & SAMPLE PICKUP**

The bidder shall provide certified pre-labeled and pre-cleaned sample containers with pre-measured amounts of chemical preservative in accordance with the criteria for containers and preservatives specified in their CompQAP. If requested, the bidder shall supply an adequate amount of same-source preservatives in suitable containers, labeled as to type, concentration, source, and lot number. The bidder is to ship or deliver sample containers and pickup samples ready to be tested from locations to be designated by the County at no additional cost to the County. These services are to be available Monday through Saturday from 7am to 6pm.

The bidder is responsible for placing designated samples into coolers.

Transport of samples is to be carried out expeditiously to ensure samples are analyzed before the expiration of the sample holding times specified by the United States Environmental Protection Agency (US EPA). Sample shipping coolers and containers must be Department of Transportation (DOT) approved.

**3.4 DATA VALIDATION**

The County may submit **performance evaluation** (PE) samples to validate analytical performance by the vendor. A second laboratory for comparison may analyze selected samples.

Quality control data, PE results, and on-site audits will be used by the County to evaluate vendor's performance.

Should values for PE samples be unacceptable, the vendor, upon notification by the County, shall re-analyze the samples in question at no cost to the County and within 12 days of notification, provide a written explanation for errors and submit a corrective action plan.

The County reserves the right to refuse payment for all samples collection of that sample set analyzed for the parameter failing the data validation test.

The vendor shall analyze field blanks that are clearly labeled as such by the County. If the results exceed twice the bidder's minimum detection limit, the vendor shall

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

immediately:

- A. Reanalyze the blank
- B. Contact the County by phone
- C. All reanalyzes shall include re-digestion for analytes requiring digestion

**3.5 ADDITIONAL TESTING**

Given the range of environmental situations that may arise, improvements in analytical methodologies, new regulatory mandates etc., the analytical tests in Appendix A are not all encompassing. Therefore, upon request by the County, bidder shall provide a written quote for sample collection, biological surveys, and/or sample analyses not listed in Appendix A and/or for analyses listed in Appendix A for which a different method, media, or detection limit is required.

Because of the wide range of sample composition that may occur, it may not be technically possible or feasible to always achieve the Contract Required Detection Levels (CRDLs) in Appendix A. In these cases the bidder shall make all reasonable efforts to obtain the lowest practical detection limit.

**3.6 SUBCONTRACTOR OR BRANCH LABORATORY**

Any subcontractor or branch laboratory used shall meet all of the requirements of this contract. Analyses performed by these laboratories shall be clearly indicated in the final analytical report to the County. These laboratories shall perform not more than 10% of the total analyses submitted by the County.

**3.7 REPORTS**

- A. Written or electronic reports of analyses are to be forwarded to the County representatives within *six* working days after receipt of samples, unless a different period is approved or requested by the County. If applicable, reports are to be tabulated and submitted on specified FDEP forms, which may change from time to time. Use of subcontract laboratories does not exempt the primary laboratory from the *six*-day turnaround time requirement.
- B. Electronic data reporting shall be made available in a format as required by each of the Departments using this contract to permit downloading into spreadsheets or databases. Standardized formats such as EXCEL shall be available.
- C. DERM requires that GROUP 2 (metals in marine waters) and GROUP 4 (microbiology) parameters for the SWIM project be submitted using a software program called ADaPT (automated data processing tool). This program is currently available free from the South Florida Water Management District.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

- D. Yet to-be-reported analytical data is to be available to the County. The system should permit reviewing of analytical data as it becomes available and printing of results on the County's printers.
- E. A report of "no sample taken" (inaccessible monitoring well, etc.) or other appropriate documentation is required when a sample requested cannot be collected in the field, and explain why the sample could not be collected and if necessary provide picture of reason why samples could not be collected, and shall always be included with reports.
- F. Solid sample results must indicate wet weight or dry weight as indicated by the Work Order.

Upon request by the County, the vendor shall provide, at no additional cost to the County, copies of quality control data, including but not limited to: chromatograms, duplicate/spike/standards/blanks analyses, results of State of Florida sponsored "performance evaluation" testing, instrument calibrations and quality control charts for accuracy and precision, and method detection limit (MDL) data.

Selected Quality Assurance/ Quality Control (QA/QC) data (method blank, duplicates, matrix spike recovery, and surrogate recovery) are to be incorporated into the analytical report.

**3.8 QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)**

Bidder shall strictly follow all QA/QC procedures contained in their State of Florida approved CompQAP and, as a minimum, adhere to the provisions in FDEP 62-160 FAC. Additional QC samples that might be requested which are considered "project-specific" will be billed at the applicable unit price for the test(s). The bidder shall provide all quality assurance data associated with conducted analyses when requested by the County. The County will not pay for data that does not meet the bidders quality assurance/quality control criteria.

When conducting field sampling, the bidder shall collect all required QA/QC samples such as trip and equipment blanks and duplicates.

**3.9 HAZARDOUS WASTE**

Unused portions of samples found or suspected to be hazardous according to federal, state or County regulations shall be properly disposed of by the vendor upon completion of the analytical work, but shall be retained by the vendor for 45 days as all other samples are, at no additional charge to the County. The County will make prior arrangements for the samples that must be returned to the County after analyses are completed.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.10 WATER SAMPLE**

A water sample is defined as aqueous samples containing less than 5% solids.

**3.11 SOLID SAMPLE**

A solid sample is defined as soils, sediments, sludge, hazardous waste and oil.

In order to promote accuracy and comparable numbers, solid samples will be homogenized (except for volatile analyses) in accordance with the analytical method.

**3.12 MULTIPLE PHASES**

Any sample submitted with multiple phases (e.g., water/oil) will have each phase processed, analyzed and billed as a distinct entity unless instructed otherwise in the Work Order.

**3.13 CHAIN OF CUSTODY (COC)**

Because the County is responsible for enforcement of environmental regulations, adherence by the vendor to the chain of custody (COC) procedures outlined in the State of Florida CompQAP is mandatory. The County reserves the right to refuse payment for analyses of samples handled in violation of COC requirements.

**3.14 RETENTION OF SAMPLES**

After submittal of test results, all samples are to be retained for an additional **45** days. Samples submitted by the Environmental Crimes Unit (ECU) section of the Department of Environmental Resources Management (DERM) are to be returned to DERM.

The bidder shall be responsible for sample disposal after the holding period.

**3.15 AUDITS**

Within 30 days of receipt, the vendor shall provide copies of all audit reports from the Florida Department of Health (FDOH) for the term of the contract.

**3.16 LABORATORY CERTIFICATION & CompQAP**

The vendor shall maintain laboratory certification by the Florida Department of Health (NELAP) throughout the contract term.

The vendor shall provide the County with the results of Florida performance evaluations (PE) samples throughout the contract term.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

Vendor shall provide the County with updated copies of their approved CompQAP for the term of the contract.

The vendor shall use the methods proposed for all analyses. The vendor cannot change methods or detection limits without written approval from the County departmental representatives.

**3.17 LITIGATION/PROSECUTION**

All costs associated with compliance to any subpoena or other official request for documents, for testimony in a court, or for any other purpose relating to work performed for the County in connection with work performed, shall be paid by the County.

Such costs shall include, but are not limited to, hourly charge for persons involved in responding to subpoenas, travel and accommodations, mileage, attorney's preparation of testifier and advice of counsel in connection with response to subpoenas, and all other expenses deemed reasonable by the County and associated with said litigation.

The vendor must comply with all requests arising from litigation proceedings or criminal investigations.

**3.18 FIELD SERVICES**

The vendor shall provide all labor, material, equipment and facilities necessary for satisfactory performance of sampling or related field services as required by the County. Services when requested, shall comply with environmental regulations and operating permits of County facilities. Field services are paid by hour only, not per member of sampling team (see group 1- part 6 in section 4 of this solicitation). Travel time is not paid.

Field services will include sampling at various locations in difficult terrain such as wetlands and Biscayne Bay. Prospective bidders are encouraged to discuss such sampling at the Pre-proposal conference (paragraph 2.3).

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.19 ESTIMATED NUMBER OF YEARLY SAMPLES**

ITEM	<b>GROUP 1 PART 1</b>	Estimated Totals
	<b>METALS</b>	
1	Aluminum	32
2	Antimony	30
3	Arsenic	163
4	Barium	30
5	Beryllium	30
6	Cadmium	223
7	Calcium	30
8	Chromium	223
9	Chromium, Hexa	40
10	Cobalt	22
11	Copper	187
12	Iron	721
13	Lead	257
14	Magnesium	28
15	Manganese	5
16	Mercury	761
17	Molybdenum	5
18	Nickel	50
19	Potassium	20
20	Selenium	30
21	Silver	4
22	Sodium	564
23	Thallium	200
24	Tin	5
25	Titanium	5
26	Vanadium	5
27	Zinc	163
28	DERM 8 metals	64
29	RCRA 8 metals	204
30	DW 10 metals	5



**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

ITEM	<b>GROUP 1 PART 2 INORGANICS &amp; PHYSICAL PROPERTIES</b>	Estimated Totals
1	Acidity (CaCO <sub>3</sub> )	0
2	Alkalinity (CaCO <sub>3</sub> )	568
3	Ammonia as N	1636
4	Ammonia, unionized	392
5	Bromide	0
6	cBOD5	752
7	Chloride	734
8	Chlorophyll a	188
9	COD	345
10	Color	50
11	Conductance	0
12	Cyanide, Total	476
13	Fluoride	195
14	Hardness, Total	162
15	Nitrate+Nitrite as N	879
16	Nitrogen (Kjeldahl)	444
17	Nitrogen, Total Organic(TON)	288
18	Oil & Grease	302
19	Oil & Grease + TPH	145
20	pH	20
21	Phenols, Total	142
22	Phosphorus, Ortho-P	188
23	Phosphorus, Total-P	524
24	Salinity	4
25	Silica, Dissolved	0
26	Solids, Total (TS)	100
27	Solids, Total Dissolved (TDS)	815
28	Solids, Total Suspended	149
29	Solids, Volatile	4
30	Sulfate	133
31	Sulfide	56
32	Surfactants (MBAS)	5
33	Total Organic Carbon (TOC)	618
34	Total Organic Halides (TOX)	10
35	Turbidity	725

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

ITEM	<b>GROUP 1</b> <b>PART 3</b> <b>HAZARDOUS WASTE</b>  <b>CHARACTERIZATION</b>	Estimated Totals
1	Flash Point	49
2	Percent Water	124
3	Semivolatiles TCLP Extraction Charge	25
4	Volatiles ZHE Extraction Charge	25
5	Metals TCLP Extraction Charge	4
6	Metals SPLP Extraction Charge	29

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

ITEM	<b>GROUP 1</b> <b>PART 4</b> <b>ORGANICS</b>	Estimated Totals
1	Petroleum Range Organics	192
2	Volatile Aromatics + MTBE	250
	Volatile Aromatics + MTBE by GC/MS	200
3	Volatile Halocarbons	250
	Volatile Halocarbons by GC/MS	50
4	Volatile Aromatics + Halocarbons	0
	Volatile Aromatics + Halocarbons by GC/MS	200
5	Semivolatile Organics by GC/MS	238
6	Polynuclear Aromatic Hydrocarbons (PAHs)	280
	including Methlynaphthalenes	
7	Chlorinated Pesticides	120
8	Chlorinated Herbicides	75
9	PCB's	86
10	Water Soluble Solvents ( Appendix A)	35
11	N- Methylcarbamate Pesticides (Appendix A)	40
12	Phosphorus Pesticides (Appendix A)	125
13	Triazine Pesticides (Appendix A)	25
14	Ethylene Dibromide (EDB) +	12
	Dibromochloropropane (DBCP)	

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

ITEM	<b>GROUP 1 PART 4 ORGANCIS (Continued)</b>		Estimated Totals
15	Diquat + Paraquat		15
16	Endothall		15
17	Glyphosate		40
18	Formaldehyde		5
19	Dioxins & Furans (screen only)		25

ITEM	<b>GROUP 1 – Part 5 Radionuclides</b>		Estimated Totals
1	Radium 226		135
2	Radium 228		135

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

ITEM	<b>GROUP 1 – Part 6</b> <b>Sample Collection Services</b>	Estimated Totals
1	Sample Collection Services Including Field Measurements (Conductivity, DO, pH, Temperature, Water Level, Depth, Salinity, Secchi Disk) per hour	920 hr
2	Rental of Composite Sampler	10

ITEM	<b>GROUP 2</b> <b>MICROBIOLOGY</b>		Estimated Totals
1	Total Coliform (MF)	SM 9222B	2342
2	Fecal Coliform (MF/MPN)	SM 9222D/E	2423
3	Fecal Streptococci	SM 9230C	120
4	Giardia Lambia	SM 9711B	
5	Heterotrophic Bacteria	SM 9215B	
6	Enterococcus Bacteria	SM 9230B	
7	Enterococcus Bacteria	EPA 1600	600
8	Non-coli, TC, FC, EC (pres/abs)	MMO-MUG	250

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

ITEM	<b>GROUP 3</b> <b>Metals in Marine Waters</b>	Estimated Totals
1	Cadmium	100
2	Copper	100
3	Lead	100
4	Zinc	100

ITEM	<b>GROUP 4</b> <b>HAZARDOUS MONITORING</b>	Estimated Totals
1	Constituents for Detection Monitoring (40 CFR Part 258.75 Appendix 1)	563
2	Hazardous Inorganic + Organic Constituents (40 CFR Part 258.75 Appendix 2)	16
3	Total Toxic Organics	24

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.20 APPROVED TEST METHODS FOR METALS**

PARAMETER	ICP	FURNACE AA	ICP-MS	OTHER
1. Aluminum	6010/200.7	200.9	6020/200.8	
2. Antimony	6010/200.7	7041/200.9	6020/200.8	
3. Arsenic	6010/200.7	7060A/200.9	6020/200.8	7061A/206.3
4. Barium	6010/200.7	7081/208.2	6020/200.8	
5. Beryllium	6010/200.7		6020/200.8	
6. Cadmium	6010/200.7	7131A/200.9	6020/200.8	
7. Calcium	6010/200.7	-	-	
8. Chromium	6010/200.7	7191/200.9	6020/200.8	
9. Cobalt	6010/200.7	7201/200.9	6020/200.8	
10. Copper	6010/200.7	7211/200.9	6020/200.8	
11. Iron	6010/200.7	-	6020/200.8	
12. Lead	6010/200.7	7421/200.9	6020/200.8	
13. Magnesium	6010/200.7	-	-	
14. Manganese	6010/200.7	7461/200.9	6020/200.8	
15. Mercury	-	-	-	7470/245.1/7474/245.7
16. Molybdenum	6010/200.7	7481/246.2	6020/200.8	
17. Nickel	6010/200.7	200.9	6020/200.8	
18. Potassium	6010/200.7	-	-	
19. Selenium	6010/200.7	740/200.9	-	
20. Silver	6010/200.7	7761/200.9	6020/200.8	
21. Sodium	6010/200.7	-	-	
22. Thallium	6010/200.7	7841/200.9	6020/200.8	
23. Tin	200.7	200.9	-	
24. Titanium		283.2	-	
25. Vanadium	6010/200.7	7911/286.2	-	
26. Zinc	6010/200.7	7951/289.2	6020/200.8	
27. DERM 8 metals	6010/200.7		6020/200.8	
28. RCRA 8 metals	6010/200.7		6020/200.8	
29. Chromium, Hexa				7196/SM 3500-Cr D

RCRA metals: As, Ba, Cd, Cr, Pb, Hg, Se, Ag

CRDL = Contract Required Detection Level

**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street**  
**17<sup>th</sup> Floor, Suite 202**  
**Miami, Florida 33128-1983**



**OPENING: 2:00 P.M.**  
**WEDNESDAY**  
**, 2005**  
**BID NO.: RQDE0500012**

**INVITATION TO BID**  
**SECTION 4**  
**BID SUBMITTAL FORM**

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN  
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: DPM  
Laura Bids & Contracts Unit  
Gonzalez

Date Issued: 9/5/2005

This Bid Submittal Consists of  
Pages 25 through 35 plus  
affidavits

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Bids and Contracts Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Chemical & Biological Testing/ Sampling**

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	UNRESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 115-05, 962-22, 175-13, 495-25	
Carlos Scull	Sr. Contracting Agent

**FIRM NAME:** \_\_\_\_\_

**RETURN THREE COPIES OF BID SUBMITTAL PAGES ONLY**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL  
PREFERENCE ON PAGE 35 OF SECTION 4, BID SUBMITTAL FORM SHALL  
RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 35 OF SECTION 4, BID SUBMITTAL FORM, WILL  
RENDER THE BID NON-RESPONSIVE**



**BID SUBMITTAL FOR:  
Chemical & Biological Testing/ Sampling**

**FIRM NAME:** \_\_\_\_\_

GROUP 1- PART 1: METALS						
ITEM	PARAMETER	METHODS	CRDL		PRICE/METAL	
		Methods referenced Section 3 Technical Specifications on Page 24	Water	Solids	Per Test	Per Test
			ug/l	mg/kg	Water	Solids
1	Aluminum		100	20	\$	\$
2	Antimony		3	5	\$	\$
3	Arsenic		2	0.5	\$	\$
4	Barium		1	10	\$	\$
5	Beryllium			10	\$	\$
6	Cadmium		0.1	1	\$	\$
7	Calcium		2000	n/a	\$	\$
8	Chromium		1	5	\$	\$
9	Chromium, Hexa		10	0.5	\$	\$
10	Cobalt		2	10	\$	\$
11	Copper		2	5	\$	\$
12	Iron		5	10	\$	\$
13	Lead		2	5	\$	\$
14	Magnesium		500	n/a	\$	\$
15	Manganese		5	10	\$	\$
16	Mercury		0.005	0.01	\$	\$
17	Molybdenum		5	10	\$	\$
18	Nickel		5	2.5	\$	\$
19	Potassium		200	n/a	\$	\$
20	Selenium		2	1	\$	\$
21	Silver		0.5	1	\$	\$
22	Sodium		1000	n/a	\$	\$
23	Thallium		2	10	\$	\$
24	Tin		5	10	\$	\$
25	Titanium		50	10	\$	\$
26	Vanadium		50	10	\$	\$
27	Zinc		5	10	\$	\$
28	*DERM 8 metals		as above			
29	**RCRA 8 metals	as above	10	\$	\$	
30	***DW 10 metals	as above	10	\$	\$	
CRDL = Contract Required Detection Level						

CRDL = Contract Required Detection Level

**DERM 8 metals: Ag, As, Cd, Cr, Cu, Ni, Pb, Zn**

**RCRA metals: As, Ba, Cd, Cr, Pb, Hg, Se, Ag**

**Drinking water metals: Sb, As, Ba, Be, Cd, Cr, Pb, Hg, Ni, Se, Tl**

**BID SUBMITTAL FOR:**  
**Chemical & Biological Testing/ Sampling**

**FIRM NAME:** \_\_\_\_\_

**GROUP 1- PART 2: INORGANICS & PHYSICAL PROPERTIES**

ITEM	PARAMETER	METHODS	CRDL		PRICE/METAL	
			Water mg/l	Solids mg/kg	Per Test Water	Per Test Solids
1	Acidity (CaCO <sub>3</sub> )	305.1	10		\$	n/a
2	Alkalinity (CaCO <sub>3</sub> )	310.1	10		\$	n/a
3	Ammonia as N	350.1	0.01		\$	
4	Ammonia, unionized	DEP SOP 10/3/83	0.01		\$	n/a
5	Bromide	300.0/320.1			\$	n/a
6	cBOD5	SM 405.1/5210B	2		\$	n/a
7	Chloride	300.0/325.2	1		\$	n/a
8	Chlorophyll a	SM 10200H	0.002		\$	n/a
9	COD	410.4	5		\$	n/a
10	Color	110.2	5 pcu		\$	n/a
11	Conductance	120.1/9050	n/a		\$	n/a
12	Cyanide, Total	335.4/9012	0.005		\$	n/a
13	Fluoride	300.0/340.1/340.2	0.1		\$	n/a
14	Hardness, Total	2340B	10		\$	n/a
15	Nitrate+Nitrite as N	300.0/353.2	0.01		\$	n/a
16	Nitrogen (Kjeldahl)	351.2	0.1		\$	n/a
17	Nitrogen, Total Organic(TON)	351.2	0.1		\$	n/a
18	Oil & Grease	1664	5		\$	n/a
19	Oil & Grease + TPH	1664	5		\$	n/a
20	pH	150.1/9040	n/a		\$	n/a
21	Phenols, Total	420.2/9065/9066	0.004		\$	n/a
22	Phosphorus, Ortho-P	300.0/365.1/365.2	0.002		\$	n/a
23	Phosphorus, Total-P	300.0/365.1/365.2	0.003		\$	n/a
24	Salinity	SM 210A/B	n/a		\$	n/a
25	Silica, Dissolved	370.1	0.2		\$	n/a
26	Solids, Total (TS)	160.3	10		\$	n/a
27	Solids, Total Dissolved (TDS)	160.1	10		\$	n/a
28	Solids, Total Suspended	160.2	4		\$	n/a
29	Solids, Volatile	160.4	n/a		\$	n/a
30	Sulfate	300.0/375.4	10		\$	n/a
31	Sulfide	376.2	0.2		\$	n/a
32	Surfactants (MBAS)	425.1	0.025		\$	n/a
33	Total Organic Carbon (TOC)	415.1/9060	1	10	\$	\$
34	Total Organic Halides (TOX)	9020B/9023	0.05	10	\$	\$
35	Turbidity	180.1	1 NTU		\$	n/a

**BID SUBMITTAL FOR:  
Chemical & Biological Testing/ Sampling**

**FIRM NAME:** \_\_\_\_\_

**GROUP 1- PART 3: Hazadrous Waste Characterization**

ITEM	PARAMETER	METHODS	CRDL	PRICE
				Per test
1	Flash Point	ASTM 93-79/EPA 1010	n/a	\$
2	Percent Water	Karl Fisher/EPA 9001	n/a	\$
3	Semivolatiles TCLP Extraction Charge		n/a	\$
4	Volatiles ZHE Extraction Charge	1311	n/a	\$
5	Metals TCLP Extraction Charge	1311	n/a	\$
6	Metals SPLP Extraction Charge	1312	n/a	\$

NOTE: If the TCLP extract has multiple phases, then each phase is to be analyzed and the results averaged.

Unit costs will apply to each phase analyzed.

**BID SUBMITTAL FOR:  
Chemical & Biological Testing/ Sampling**

**FIRM NAME:** \_\_\_\_\_

<b>GROUP 1- PART 4: Organics</b>						
ITEM	PARAMETER	METHODS	CRDL		PRICE/METAL	
			Water	Solids	Per Test	Per Test
			ug/l	ug/kg	Water	Solids
1	Petroleum Range Organics	FL-PRO	1.5	4	\$	\$
2	Volatile Aromatics + MTBE	602/8021B	1	10	\$	
	Volatile Aromatics + MTBE by GC/MS	624/8260B	1	10	\$	\$
3	Volatile Halocarbons	601/8021B	1	10	\$	\$
	Volatile Halocarbons by GC/MS	624/8260B	1	10	\$	\$
4	Volatile Aromatics + Halocarbons	601+602/8021B	1	10	\$	\$
5	Semivolatile Organics by GC/MS	525/625/8270C	5	50	\$	\$
6	Polynuclear Aromatic Hydrocarbons (PAHs)	625/8270C/610	1	50	\$	\$
	including Methlynaphthalenes					
7	Chlorinated Pesticides	508/608/8081A	0.05	2	\$	\$
8	Chlorinated Herbicides	615/8151A	0.5	20	\$	\$
9	PCB's	608/8082	0.5	50	\$	\$
10	Water Soluble Solvents ( Appendix A)	1671/8015	2000	n/a	\$	n/a
11	N- Methylcarbamate Pesticides (Appendix A)	531.1/8318	2	20	\$	\$
12	Phosphorus Pesticides (Appendix A)	507/8141A	0.5	10	\$	\$
13	Triazine Pesticides (Appendix A)	507	0.5	10	\$	\$
14	Ethylene Dibromide (EDB) +	504/8011	0.05	n/a	\$	n/a
	Dibromochloropropane (DBCP)					

CRDL = Contract Required Detection Level

**BID SUBMITTAL FOR:  
Chemical & Biological Testing/ Sampling**

**FIRM NAME:** \_\_\_\_\_

**GROUP 1- PART 4: Organics (Continued)**

ITEM	PARAMETER	METHODS	CRDL	PRICE/METAL		
				Water	Per test	Per test
			ug/l	ug/kg	Water	Solids
15	Diquat + Paraquat	549.1	1	n/a	\$	n/a
16	Endothall	548.1	25	n/a	\$	n/a
17	Glyphosate	547	25	n/a	\$	
18	Formaldehyde	8315	50	250	\$	\$
19	Dioxins & Furans (screen only)	8270C/8280	10	200	\$	\$

**GROUP 1 – Part 5 Radionuclides**

PARAMETER	METHOD	CRDL Water ug/l	CRDL Solids ug/kg	Price/Metal	
				Water	Solids
Radium 226	903.1	0.5pi/l	n/a	\$	n/a
Radium 228	904	0.5pi/l	n/a	\$	n/a

**GROUP 1 – Part 6 Sample Collection  
Services**

ITEM	PARAMETER	METHODS	Price/Hour
1	Sample Collection Services Including Field Services Measurements (Conductivity, DO, pH, Temperature, Water Level, Depth, Salinity, Secchi Disk) per hour	Hydrolab or equivalent	\$ _____
2	Rental of Composite Sampler	Per Day	\$ _____

CRDL = Contract Required Detection Level

CRDL = Contract Required  
Detection Level

**BID SUBMITTAL FOR:**  
**Chemical & Biological Testing/ Sampling**

**FIRM NAME:** \_\_\_\_\_

**GROUP 2 MicroBiology**

ITEM	PARAMETER	METHODS	CRDL		PRICE	
			Water	Solids	Per test	
			col/100 ml	colonies/g	Water	Soil
1	Total Coliform (MF)	SM 9222B	2	0.02	\$	\$
2	Fecal Coliform (MF/MPN)	SM 9222D/E	2	0.02	\$	\$
3	Fecal Streptococci	SM 9230C	2	0.02	\$	\$
4	Giardia Lambia	SM 9711B	2	0.02	\$	\$
5	Heterotrophic Bacteria	SM 9215B		0.02	\$	\$
6	Enterococcus Bacteria	SM 9230B	2	0.02	\$	\$
7	Enterococcus Bacteria	EPA 1600	2	0.02	\$	\$
8	Non-coli, TC, FC, EC	MMO-MUG			\$	
	(present/absent)					

**GROUP 3 Metal in Marine Waters**

ITEM	PARAMETER	METHODS	CRDL	CRDL	Price/Metal	
			Water ug/l	Solids ug/kg	Water	Solids
1	Cadmium	EPA 200.10 or EPA 200.13	0.08	n/a	\$	n/a
2	Copper		0.44	n/a	\$	n/a
3	Lead		0.17	n/a	\$	n/a
4	Zinc		12	n/a	\$	n/a

**BID SUBMITTAL FOR:  
Chemical & Biological Testing/ Sampling**

**FIRM NAME:** \_\_\_\_\_

**GROUP 4 HAZARDOUS MONITORING**

ITEM	PARAMETER	METHODS	PRICE/SAMPLE
			(water)
1	Constituents for Detection Monitoring (40 CFR Part 258.75 Appendix 1)	EPA SW METHODS (15 Metals + 47 VOCS)	\$_____
2	Hazardous Inorganic + Organic Constituents (40 CFR Part 258.75 Appendix 2)	EPA SW METHODS	\$_____
3	Total Toxic Organics	608 + 624 + 625	\$_____

**Optional Items: Bidders must bid optional items of the bid will be non-responsive.**

(optional items will be award only to the vendors that win one of the Groups listed above)

1. Additional cost (if any) for Emergency services (48 hours turn-a-round) \_\_\_\_\_% markup of specified prices.
2. Expert Witness hourly Rate: \$\_\_\_\_\_ (if requested by Miami-Dade County)

**SECTION 4  
BID SUBMITTAL FOR:**

**Chemical & Biological Testing/ Sampling**

**ACKNOWLEDGEMENT OF ADDENDA**

---

**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

---

**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN  
CONNECTION WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

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**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_





## BID SUBMITTAL FORM

Bid Title: **Chemical & Biological Testing/ Sampling**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ **Place a check mark here to affirm compliance with this disclosure requirement.**

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_  
and

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_

**LOCAL PREFERENCE CERTIFICATION:** The responding vendor hereby attests, **by checking one of the following blocks**, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN No. \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

Prompt Payment Terms: \_\_\_\_% \_\_\_\_ days net \_\_\_\_ days  
(Please see paragraph 1.2 H of General Terms and Conditions)

*\*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"*

Signature: \_\_\_\_\_  
(Signature of authorized agent)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Failure to sign this page shall render your Bid non-responsive.**

**Appendix A****GROUP 1 PART 4 ITEM 10****Water Soluble Solvents**

1. Acetone
2. Ethanol
3. Ethyl Acetate
4. Isopropyl Alcohol
5. Methanol
6. Methyl ethyl ketone (MEK)
7. Methyl isobutyl ketone (MIBK)
8. 1-Propanol
9. Isopropyl acetate
10. n-Amyl acetate

**GROUP 1 PART 4 ITEM 11****N-Methylcarbamates**

1. Aldicarb (Temik)
2. Aldicarb Sulfone
3. Aldicarb Sulfoxide
4. Carbaryl (Sevin)
5. Carbofuran (Furadan)
6. 3-Hydroxycarbofuran
7. Methiocarb (Mesurol)
8. Methomyl (Lannate)
9. Oxamyl (Vydate)
11. Propoxur (Baygon)

**GROUP 1 PART 4 ITEM 13****Triazine Pesticides**

1. Alachlor
2. Ametryn
3. Atrazine
4. Azinphos, methyl
5. Bromacil (Hyvar)
6. Hexazinone (Velpar)
7. Metolachlor
8. Metribuzin (Lexone)
9. Simazine
10. Tebuthiuron

**GROUP 1 PART 4 ITEM 12****Phosphorus Pesticides**

1. Azinphos-methyl (Guthion)
2. Bolstar (Sulprofos)
3. Chlorpyrifos (Dursban)
4. Coumaphos
5. Demeton-O
6. Demeton-S
7. Diazinon
8. Dichlorvos (DDVP)
9. Dimethoate (Cygon)
10. Disulfoton
11. EPN
12. Ethion
13. Ethoprop
14. Fensulfothion
15. Fenthion
16. Malathion
17. Merphos
18. Mevinphos
19. Monocrotophos
20. Naled
21. Parathion, ethyl
22. Parathion, methyl
23. Phorate
24. Ronnel
25. Stirophos (Tetrachlorovinphos)
26. Sulfotepp
27. Tokuthion (Protothiofos)
28. Trichloronate



# **APPENDIX**

## **AFFIDAVITS**

### **FORMAL BIDS**

**MIAMI-DADE COUNTY BID AFFIDAVITS****▪ DISABILITY NONDISCRIMINATION AFFIDAVIT  
(Resolution R-385-95)**

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**▪ MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT  
(Ordinance 93-129) See Section 1 (1.3H)**

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

**▪ MIAMI-DADE COUNTY COLLECTION OF TAXES,  
FEES AND PARKING TICKETS AFFIDAVIT  
(Ordinance 95-178) Section 1 (1.3 E)**

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

**▪ AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES  
ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO  
MIAMI-DADE COUNTY (Ordinance 99-162) See Section 1 (1.3 N)**

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

▪ **MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE  
AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)**

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

**BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING  
TO AFFIDAVITS ON PAGES 1 AND 2**

**MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE**

By: \_\_\_\_\_ 20 \_\_\_\_  
Signature of Affiant Date  
\_\_\_\_\_  
Printed Name of Affiant and Title Federal Employer Identification Number  
\_\_\_\_\_  
Printed Name of Firm  
\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary Serial Number  
\_\_\_\_\_  
Print or Stamp Name of Notary Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal

**LIVING WAGE AFFIDAVIT**  
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with County Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$9.44 per hour plus health benefits as described in the ordinance, or \$10.81 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: \_\_\_\_\_ 20 \_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal



**AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT**  
**(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)**

I, being duly first sworn, hereby state that the bidder of this contract:

- ☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and \_\_\_\_\_ the expiration date of \_\_\_\_\_.
- ☐ had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.
- ☐ had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: \_\_\_\_\_  
Signature Signature

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Legal Name and Title

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

By: \_\_\_\_\_

**FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:**

By: \_\_\_\_\_ having the title of \_\_\_\_\_

with \_\_\_\_\_.

☐ a \_\_\_\_\_ corporation ☐ partnership ☐ joint venture

**PLEASE NOTE:**

*Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.*

*Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.*

*For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.*

## CODE OF BUSINESS ETHICS

### Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: \_\_\_\_\_ 20 \_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_/\_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal



# FAIR SUBCONTRACTING PRACTICES

## (Ordinance 97-35)

**In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date \_\_\_\_\_

SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: \_\_\_\_\_

Bid No.: \_\_\_\_\_ Title: \_\_\_\_\_

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Print Title \_\_\_\_\_ Date \_\_\_\_\_  
(Duplicate if additional space is needed) FORM 100

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	